

ASW ELECTRICAL

INVOICE TERMS AND CONDITIONS

These terms and conditions apply to each and every transaction between ASW Electrical ('we' or 'us') and you ('the client') on and from the date of engagement of our services. These terms and conditions are incorporated by reference into each Tax Invoice, unless varied by agreement between the parties, which variation shall be recorded in writing.

Whereas:

1. We agree to provide a service and supply the materials, if required described on each particular Tax Invoice to the client.
2. The client agrees to accept our service and materials on the terms and conditions herein contained.

Our terms and conditions are as follow:

1. The client may request a quote for our service either verbally or in writing.
2. Upon receipt of the quote requested, we may provide the client with a sales quotation outlining the description of the service that will be provided, the materials supplied to complete the service itemising quantity and the set price of each item.
3. The client has thirty (30) days from the date of receipt of the quote (unless stated otherwise in the quote or in writing by us) to accept the quote. Our sales quotation is open to variation, until such time as it has been formally accepted by the client. The client accepts the sales quotation by providing a written order or signing the sales quotation and returning it to us.
4. Variation of the sales quotation will be done so in writing and a new Tax Invoice will be issued to the client for acceptance.
5. The accepted sales quotation contains the entire agreement between us and the client and supersedes all prior communications and negotiations between the parties.

6. Following the client's acceptance of the sales quotation, we will provide the client with a confirmation of order in the form of a pro forma invoice. Thereafter the client must pay a deposit of thirty percent (30%) of the total amount of the invoice upon the acceptance of any quotation. Then, the client must pay forty percent (40%) of the quote/invoice is due upon completion of rough in and the remaining thirty (30%) is due upon completion of fit off.
7. Upon receiving the thirty percent (30%) deposit, we will provide the client with a formal Tax Invoice.
8. If the client fails to make payments of the invoice in accordance with clauses 6 or 7 then we hold the right to not begin any work until those provisions have been adhered to.
9. If the client requires any changes or alterations outside the scope of work outlined in the original sales quotation, we will issue the client with a separate sales quotation noting the changes and or alterations. The client must pay the cost of variations within seven (7) days from the date of receipt of the second sales quotation.
10. If the client cancels or purports to cancel an order and any part thereof after accepting the sales quotation, for any reason, we, at our discretion, can agree to such cancellation on such terms and conditions as we think fit. A fee for cancellation shall apply which shall operate to release the client from any further liability in regard to the particular transaction. Should we not agree to the cancellation, we expressly reserve our rights to claim loss and damage as a result of the cancellation including legal costs and other associated costs occasioned by the cancellation.
11. We retain title in the materials supplied under this agreement until full payment for the Tax Invoice has been received.
12. The client is responsible for providing a safe and accessible work site and environment. If we feel that the site is unsuitable to preform work then we hold the right to refuse the work.
13. We use quality materials during our service and we hold the discretion to determine which materials are to be used during the work.
14. In the event of any disputes between the parties, the following shall apply:

- a. The parties shall cooperate to investigate promptly and resolve any dispute concerning the accuracy of any billing data, amount payable or any other issue arising pursuant to this agreement.
 - b. In the event as to fees and charges, the client shall notify us in writing no later than seven (7) days from the date of the relevant invoice, providing sufficient information to identify the invoice in question and the grounds of dispute. Failure to make such notification within the time frame shall be deemed to be a waiver of the purchaser's right to dispute the relevant invoice.
 - c. Upon receipt of such notice of a dispute, both parties shall meet within five (5) business days to discuss and do all things reasonably required to expeditiously and amicably resolve the dispute.
 - d. In the event that both parties are unable to resolve the dispute within ten (10) business days of the commencement of discussions under clause 10(c), the dispute shall be referred to an arbitrator appointed by the President for the time being of the Institute of Arbitrators and Mediators (QLD) and the award of such Arbitrator shall be final and binding on the parties.
15. No waiver by any party to the agreement shall be binding upon the parties unless in writing.
16. This agreement shall be governed by the law of Queensland and the parties agree to submit to the jurisdiction of the Courts of Queensland.
17. We reserve the right to charge a Call Out Fee of \$90.00 when attending property. If we have to attend in the evening (between the hours of 17:00 and 21:00) our Call Out Fee is \$180.00 and if we have to attend at night (between the hours of 21:00 and 05:00), our call out fee is \$280.00.
18. Our hourly rate is \$100 per hour and apprentices fees are charged as a % per the award based on the hourly rate of tradesman.

19. If we have to attend to any additional work when attending a call out, then the work will be charged in accordance with our hourly rates, as outlined in paragraph 18 of these Terms and Conditions.

20. We reserve the right to charge an additional fee if the work is urgent or prioritised.

21. We will require complete payment of any invoices for a call out within seven (7) days from the Invoice Date.

22. If payment is not made on time, then we reserve the right to charge a late fee which is calculated at 35% of the outstanding amount or the whole amount which is due, which will be charged per week until payment of the invoice has been made.

23. By signing this document, the client has agreed to be bound by the Terms and Conditions and agrees to adhere to all the terms:

The Client: Full Name

Witness Full name of Witness

**Signed by representative of ASW
Electrical:**
